
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF AUBURN
AND
AUBURN FIREFIGHTERS IAFF LOCAL 4110

July 1, 2021 through June 30, 2023

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SECTION 1.0 CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum of Understanding, except as expressly limited by a specific provision of this Memorandum of Understanding, without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by City and not abridged herein, include, but are not limited to, the following subject to the requirements of this Memorandum of Understanding and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any law regulating, authorizing or empowering the City to act or refrain from acting. Likewise, nothing in this agreement shall be construed to limit, decrease or revoke rights vested in the City employees covered by this Agreement.

SECTION 2.0 PREAMBLE

This Memorandum of Understanding, hereinafter sometimes referred to as the Agreement, entered into by and between the City of Auburn, hereinafter sometimes referred to as the City, and the Auburn City Firefighters Local 4110, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment for employees in the Firefighter Employees Bargaining Unit, as provided in the following Agreement.

SECTION 3.0 RECOGNITION

- A. The City recognizes the Association as the exclusive representative of those employees within the bargaining unit for the purpose of meeting and conferring in good faith on matters within the mandatory scope of representation, pursuant to California Government Code 3500 et seq.

B. The following ranks of employees are covered by this MOU:

- ☐ Battalion Chiefs
- ☐ Fire Captains
- ☐ Fire Engineer
- ☐ Firefighter
- ☐ Limited Term (LT) Firefighter

SECTION 4.0 ASSOCIATION RIGHTS

A. Access to Employee Work Locations

Representatives of the Association shall have the right of reasonable access to bargaining unit members outside of their assigned duties, before and after work hours, at meal and break periods, and at other non-work times with the approval of the Fire Chief or his designee.

B. Distribution and Posting of Association Literature

The Association may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Association and shall bear the date of posting.

C. Use of City Facilities

The Fire Chief or his designee, upon request, may permit the Association to use facilities, depending upon availability of space, for meeting purposes at no charge. No request for use of City facilities shall be unreasonably denied.

D. Dues Deduction

1. The City agrees that after receipt of a voluntary written and signed authorization from an employee, it will deduct from the wages of said employee the amount of monthly dues as certified in such form and forward said amount to the Association.
2. The Association agrees to indemnify, defend and hold the City harmless against all claims, demands, expenses, judgments or other liability on account of dues or charges collected by the City pursuant to this Agreement, and paid over to the Association. The Association agrees to refund to the City any amounts paid to it in error, upon presentation of proper evidence thereof. Upon voluntary written notification by the employee indicating that the employee is no longer a member of the Association, the City will cease to deduct monthly dues from the employee's wages.

E. Discrimination

The City and Association agree not to discriminate against any employee for the employee's membership in, activity on behalf of or other means of lawful participation or refrain from participation in the Association which are authorized and protected by statutory law, memorandum of understanding or City code, ordinance or resolution.

SECTION 5.0 GRIEVANCE PROCEDURE

A. Purpose

In order to establish harmonious and cooperative relationships between the City and its employees, and to keep open channels of communication, it shall be the City's policy to provide for the settlement of differences through an orderly grievance procedure. It is the City's policy to assure its employees the right of access to this procedure, free from interference, restraint, coercion or reprisal for its reasonable use. The procedure applies to all employees of the City in the bargaining unit.

B. Definition of Grievance

A grievance is a complaint of an employee or group of employees alleging unfair treatment resulting from a management decision, or concerning the interpretation or application of this Agreement, or the City rules or regulations governing personnel practices or working conditions, within the control of management and for which there are no other procedures in existence which may be used to resolve such problem. The status of employees as probationary employees is governed exclusively by Section 1200, et seq., of the City's Personnel Rules. Disciplinary Actions and Appeals are governed exclusively by Section 1300, et seq., of the City's Personnel Rules.

C. Employee's Right to Representation

An employee shall have the right to be represented by an employee representative at all times and at every formal step in the grievance procedure. An employee shall have the right to be represented by an Association agent or attorney at all times and at every step in the formal grievance procedure.

D. Informal Grievance Procedure

All persons having a grievance shall make every effort to resolve such grievance by discussion with his/her immediate supervisor prior to submission of a formal grievance.

E. Formal Grievance Procedure

1. In the event that a settlement is not effected after the informal review, the written grievance will be presented within ten (10) working days (or end of the second shift if an employee is returning from an excused absence) to the department head. The

department head shall have ten (10) working days to investigate and render a written decision. Unless an extension of time has been agreed upon subject to confirmation in writing, failure of the department head to render a written decision within ten (10) working days shall constitute a denial of the grievance, and the grievance shall proceed to and be governed by the time limitations of paragraph 2 of this procedure.

2. If a mutually-satisfactory solution has not been reached, the grievant has ten (10) working days to submit the grievance to the City Manager. The City Manager shall have ten (10) working days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary and render a written decision. Unless an extension of time has been agreed upon subject to confirmation in writing, failure of the City Manager to render a written decision within ten (10) working days shall constitute a denial of the grievance, and the grievant shall proceed to, and be governed by the time limitations of step 3 of this procedure.

F. Mediation Process

1. This procedure shall apply to disputes involving the interpretation and application of an existing Memorandum of Understanding, including prevailing past practice or a negotiated personnel rule or regulation, other than employee discipline.
2. An appeal may be referred to mediation if the appellant is not satisfied with the disposition of the City Manager's review step of the procedure.
3. The appellant must notify the employer in writing within ten (10) working days of the conclusion of the review of the appellant's desire to refer the matter to mediation. The employer shall respond to the appellant and schedule a mediation hearing with the California State Mediation/Conciliation Service as soon as possible.
4. Mediation conferences will take place at a mutually convenient location and shall not be open to parties other than those who are direct parties in the action.
5. Proceedings before the mediator shall be confidential, informal in nature and shall not be admissible in any subsequent hearing. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her. In the event a resolution is reached, the matter shall be reduced to writing for review and approval by the City Manager. In the event that a resolution is not reached, the parties may stipulate the unresolved issues in writing and submit them to the City Council within ten (10) working days. The costs of mediation, if any, shall be borne equally by the parties. (However, each party shall bear its own costs for travel, witnesses, etc.)

SECTION 6.0 HOURS OF WORK AND OVERTIME

A. Hours of Work

1. City fire protection shall be staffed all twenty-four (24) hours on all days of the year including Saturday, Sunday and holidays, including proclaimed office closure by the President or Governor for City employees.
2. Fire Department shift personnel covered under this Memorandum of Understanding shall work a 56-hour work week (average), which shall consist of working 24-hour shifts in each 18-day work cycle, on the formula of two (2) shifts on duty, four (4) shifts off duty. Any change in scheduling shall be agreed upon by the Association and the Fire Chief.
(X= on duty, O= off duty: XXOOOO, REPEAT)
3. Shifts shall begin and end at 8:00 a.m. each day. The work period for employees shall be twenty-four (24) hours per day.
4. Employees will be allowed one and one-half (1.5) hours for physical fitness each shift.

B. Overtime and Overtime Compensation

1. For regular employees subject to regulations of the Department of Labor in the bargaining unit, the City agrees that it will compensate employees for overtime pay at one and one-half the regular rate of pay, whenever an employee is required to work more than regular scheduled hours in accordance with 207(k) of the Fair Labor Standards Act.
2. The City shall have the right to require employees to work overtime whenever necessary. The assignment of overtime shall be in conformance with existing SOP Policy 10-001.
3. Employees covered under this agreement shall be paid an additional 2.5% pay per month, calculated on base pay as specified in Appendix A- Salary Schedule, for mandated overtime compensation in accordance with Section 207(k) of the Fair Labor Standards Act.
4. Overtime work shall be compensated by pay at the rate of time-and-one-half the straight time rate, or time off at the rate of time-and-one-half the straight time rate, with the approval of the Fire Chief. Such time shall be calculated to the nearest fifteen (15) minutes. Compensatory Time Off (CTO) may be accumulated up to two hundred sixteen (216) hours, and the accumulation may continue beyond the

fiscal year, if approved by the Fire Chief. Employees who have CTO in excess of this limit must submit written justification to the Fire Chief for carryover of the excess balance. Overtime work beyond the two hundred sixteen (216) hours accumulation limit will be compensated by cash payment at the time-and-one-half rate. Overtime may not be worked without prior approval of the Fire Chief or his/her designee except for emergencies.

5. Trades of shifts between employees shall not constitute overtime compensation. At no time shall the City be held responsible to pay an employee at the overtime rate for duty arising as a result of a shift trade requested or consented agreed to by the employee.

C. Call Back

1. In the event that an employee is called out at times other than regularly scheduled working hours to perform emergency overtime, the employee shall be compensated at the rate of time and one-half of base rate for the time actually worked during the emergency call out.
2. Employees covered under this agreement may voluntarily respond to calls off duty upon activation of an alarm and arrival to alarm or work station prior to the mitigation of the incident. The overtime rate will apply at a minimum of one (1) hour. All time worked after the first hour shall be compensated at the overtime rate for the actual hours worked.

D. Accrued Compensatory Time Usage

Accrued compensatory time shall be used when requested by the employee and approved by the Fire Chief.

SECTION 7.0 SALARY ADJUSTMENTS

A. Creation of Salary Range B

Effective the first full pay period after ratification of the October 12, 2015 MOU, each job classification shall have two salary ranges: Range A and Range B. Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City personnel rules and the MOU shall apply. Any future unit-wide salary change shall be applied equally to Range A and Range B. Such salary changes may vary slightly due to rounding.

1. Salary Range A

- a. Salary Range A shall be the salary range in place for each job classification before the date of ratification of the MOU. Employees in permanent positions employed by the

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City before the date of ratification of the MOU shall be assigned Range A for City job classifications for the remainder of their continuous employment with the City.

2. Salary Range B

- a. Employees who are hired on or after the first pay period after ratification of the October 12, 2015 MOU, shall be assigned to Salary Range B:
- b. The top step of Salary Range B shall be 100% of the top step of Salary Range A for each job classification.
- c. Salary Range B shall consist of ten (10) salary steps (steps 1 through 10). The range between each step shall be approximately 2.5%, not to exceed 100% of salary range A.

B. Salary Increase

- 3% COLA- July, 2021- **2% will be retro from July 1, 2020- June 30 2021 and 1% salary increase effective July 1, 2021***
2.5% one-time bonus (ARA Funding)- January, 2022*
- 3% COLA- July, 2022*
2.5% one-time bonus (ARA Funding)- January, 2023*

C. Restructuring of Pay Scales

Restructuring of all pay scales to 5 step ranges. No member's compensation shall be reduced by this restructuring nor their top steps scaled back. This process will be completed no later than November 1, 2021.

D. Financial Ability To Meet Future MOU Commitments

It is mutually agreed that the City of Auburn may have limited financial ability to pay future salary increases, and such ability is entirely dependent upon the economic conditions that prevail in the community and legislative actions of the State of California. The City Manager, Administrative Services Director and representatives of the Association will meet each year, after the adoption of budgets for both the City of Auburn and the State of California, to review the status of forecasts for all major revenue components for the City's General Fund, including:

- Property tax revenue forecasts consistent with information received from the Placer County Auditor-Controller;

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- Adjustments to City of Auburn Assessed Valuation received from the Placer County Auditor-Controller, primarily as it impacts the amount of Property Tax received in lieu of Motor Vehicle License Fees; and
- Sales tax forecasts consistent with information received from the State of California Board of Equalization;

In the event there are delays in the adoption of the State Budget, any scheduled salary adjustments referenced in this Memorandum of Understanding may be implemented retroactively to the beginning of the fiscal year (July 1st).

Recognizing that the above referenced revenue sources represent approximately two-thirds of all General Fund revenue received by the City, any legislative change in the allocation formulas used for distributing property taxes, sales taxes or property tax in-lieu of motor vehicle license fees that decreases the amount of such revenues received by the City, shall result in the suspension of any COLA increase referenced in this Memorandum of Understanding. Furthermore, in the event sales tax receipts received are less than the amount set forth in the adopted budget, such event shall also result in the suspension of any salary increase referenced in this Memorandum of Understanding. The City will meet with the Association as soon as practical to discuss any such COLA increase suspension. No other provision of this agreement is subject to this reopening clause.

Additionally, during the term of this agreement, in the event the City declares a fiscal emergency and the City's general fund reserves fall to a level 1.2 million dollars below existing levels, as of July 1, 2020, any remaining subsequent salary increase shall be cancelled.

The bonuses will be contingent on receipt and applicability of American Recover Act towards these uses, which is anticipated. All increases will be effective the first pay period of the indicated month.

E. Salary at Time of Employment

The plan (Exhibit A) may provide a flat salary rate or a salary range for each classification with a minimum, maximum and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step on employment, except that the City Manager or other appointing authority may authorize employment at a higher step if the labor supply is restricted or the person to be hired is unusually qualified. Such offer must be in writing and supported by documentation.

F. Change in Pay Upon Promotion

When an employee is promoted, he/she shall normally receive the first step in the salary range for the new position. However, if such step is equal to or less than his/her present salary or he/she would be eligible for step advancement within sixty (60) days in his/her

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previous position, he/she shall receive the next step in the salary range of the new position which is immediately above his/her present salary.

G. Change in Pay Upon Demotion

When an employee is demoted, he/she shall be placed in a salary step in his/her new class which is the same as or above the step held prior to demotion, providing said demotion is not the result of disciplinary action.

H. Change in Pay Upon Reclassification

When a position is reallocated to a classification with a higher pay range and the incumbent employee retains the position, he/she shall normally be placed at the first step in the new range. If no increase in pay results, advancement may be made to the new step immediately above the present salary. When a position is reallocated to a classification for non-disciplinary reasons with a lower salary range, the incumbent employee shall not be reduced in pay while he/she continues to occupy the position. If his/her current rate exceeds the maximum step of the new range, his/her salary shall be frozen ("blue penciled") at its current level. When the incumbent leaves the position, his/her replacement shall normally be hired at the beginning rate.

I. Anniversary Dates

The City agrees to modify its anniversary date rules to require that any and all merit step increases or other anniversary date references will be applied in the pay period in which the anniversary date falls.

J. Merit Step Increases

Employees may be advanced to higher steps as merited by progressive improvement in job skills and work performance, as evidenced by periodic performance appraisal documents. The following time-in-step requirements shall apply before employee gains eligibility for advancement in pay.

Time-in-Step	
A	6 months
B	6 months
C	1 year
D	1 year
E	NA

The Fire Chief shall have the authority to withhold step advancements only for reasonable cause, and the department heads have the authority and responsibility to recommend withholding step advancements by the City Manager if they are not merited. Department heads shall keep their employees informed about their job performance, giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. Department heads shall notify the employee as to the reasons for withholding step advancements. Such matters may be subject to the grievance procedure and limited to whether the City was arbitrary, capricious or discriminatory.

K. Employee Incentive Pay

Employees may receive incentive pay based upon the following criteria:

1. Three percent (3%) with four (4) years Auburn City Fire Department experience and an Associate Degree in fire related science; and/or
2. Three percent (3%) with two (2) years Auburn City Fire Department experience and certified as Driver Operator 1 by the Office of the State Fire Marshal; and/or
3. Three percent (3%) with four (4) years Auburn City Fire Department experience and certified as Company Officer by the Office of the State Fire Marshal.
5. Employee incentive pay total will not exceed six percent (6%).
6. Incentive pay will be calculated on base pay as specified in Exhibit A, Salary Schedule.

L. Pay for Employees Working Out of Classification (in an "Acting" Capacity)

If an employee performs temporary duty in a classification higher than his/her own, he/she shall receive five (5%) percent above his/her normal salary for each hour worked in a higher classification.

M. Special Assignment Positions

Special assignment positions within a classification may be established where duties and responsibilities are of a specialized nature by comparison to other positions in the class. Said positions may be established by the Fire Chief. An employee so assigned shall receive a salary increase of not less than five percent (5%) of his/her present salary.

N. Deferred Compensation

Employees in the unit shall be allowed to voluntarily participate in the City-sponsored deferred compensation plan.

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O. Longevity Pay for Employees

1. Longevity pay will first commence to be paid at the start of work year seven (7) and will next be paid at the start of work year eleven (11). Longevity increments shall be five percent (5%) over the employee's base salary and shall be administered based upon the employee's regular employment date.
2. The City will implement a five percent (5%) longevity increase for City employees after twenty (20) years of satisfactory continuous service.
3. All members shall receive longevity pay in years 7, 11, 15 and 20 beginning July 1, 2022
4. The City will work with all associations to provide a uniform incentive program in regard to longevity incentives for effect by July 1, 2022

P. Return to Former Classification

Employees promoted to a higher job classification shall return to their former job classification if probationary status is not satisfactorily completed. However, if such employee has not achieved permanent appointment at a lower classification, this provision does not apply.

SECTION 8.0 SPECIAL ALLOWANCES

A. Annual Uniform Allowance

The City shall provide Fire Department employees with the following uniforms:

Four (4) long-sleeve shirts
Four (4) short-sleeve shirts
Four (4) pants
One (2) pair safety boots
 (1) Station boot
 (1) Wildland boot
One (1) belt
One (1) jacket
One (1) job shirt

Full Class "A" Dress Uniform

These shall be provided and replaced upon presentation of need to the Fire Chief (or his/her designee).

The Fire Chief shall determine the standards for uniforms.

B. Uniform Maintenance

The City agrees to reimburse employees for maintenance expense for uniforms in the amount of thirty dollars (\$30.00) per month to be paid each pay cycle (i.e. \$15.00 per semi-monthly pay period).

C. Immunization Shots

The City will provide immunization shots for employees as required by state and local health officials for certain working conditions.

SECTION 9.0 EDUCATIONAL REIMBURSEMENT AND TRAINING

1. Education reimbursement and training shall be in accordance with Fire Department procedures.
2. With the advance written approval of the City, and upon satisfactory completion with a grade "C" or better, the City shall reimburse a permanent employee for the cost of tuition and books from (1) an accredited college or university (on a course-by-course basis) for courses having a strong nexus to the employee's job classification and will benefit to the City; or (2) Fire Department SOP.* All classes will be taken on the employee's own time. Reimbursement shall not exceed \$1,200 per employee per fiscal year.

SECTION 10.0 VACATION

A. Vacation

Effective the first pay period after ratification of this MOU, existing employee vacation leave balances shall be transferred to Vacation Leave Bank B. Employees may continue to use and cash out all vacation leave in Vacation Leave Bank B pursuant to Section 10A, items B through G below, except that:

1. No additional vacation leave shall be accrued to Vacation Bank B.
2. Vacation Leave expended from Vacation Leave Bank B shall be credited on an hour-for-hour basis and will not be prorated to reflect previous hourly rates of pay.
3. For purposes of cash out, the value of accrued vacation leave in Vacation Leave Bank B shall be based on the current hourly rate of pay earned by employees immediately preceding the effective date of the October 12, 2015 MOU.

B. Vacation Accrual

All eligible employees shall earn vacation credits at the following rates which shall be earned and applied based on each hour of paid time excluding overtime:

1. 144 hours per year for the first two (2) years of service.
2. For three (3) to five (5) years of service, all eligible employees shall earn vacation at the rate of 168 hours per year.
3. After five (5) years of full service, all eligible employees shall earn vacation credits at the rate of 192 hours per year.
4. After ten (10) years of service, all eligible employees shall earn vacation credits at the rate of 240 hours vacation per year.
5. After fifteen (15) years of full service, all eligible employees shall earn vacation credits at the rate of 264 hours per year.

Vacation leave is a right of the employee; however, the use of same shall be approved by the department head or his designee, taking into account the desires and seniority of employees and, more particularly, the work load requirements of the department.

An annual vacation sign-up procedure shall be determined by Fire Department procedures.

C. Probationary Employees

While serving their first six (6) months in the service of the City, shall not be allowed to use their accrued vacation time. However, vacation credit shall accrue to such probationary employees during said six (6) months.

D. Maximum Accruals

As of his/her anniversary date each year, no employee shall be allowed to maintain a balance of unused vacation leave earned in excess of twice his/her yearly allowance for the forthcoming year, plus ten (10) shifts (otherwise known as the "vacation cap"). Employees whose vacation balances exceed the vacation cap shall not accrue vacation until such balances are reduced below the vacation cap. Exceptions to the vacation cap may be made by the City Manager when such exceptions are deemed by the City Manager to be in the best interest of the City. Any vacation leave accrued and not used shall be in addition to any vacation leave in Vacation Leave Bank B (Section 10A). This Section (Section 10D) shall not be applicable to vacation leave in Vacation Leave Bank B.

E. Upon termination, all accumulated vacation will be added to the final pay and/or towards early retirement, at the employee's option.

- F. The City shall pay to the estate of an employee who dies prior to discharge for cause, retirement or layoff, any accrued accumulated vacation. Payoff shall be based on the hourly pay rate of such employee at the time of death.
- G. Effective July 1, 2015, employees may cash out up to 56 hours of vacation leave per fiscal year. Vacation leave shall be cashed out pursuant to procedures established by the City.

SECTION 11.0 SICK LEAVE

- A. Effective the first pay period after ratification of the MOU dated October 12, 2015, employee sick leave balances shall be transferred to Sick Leave Bank B. Employees may continue to use all such banked Sick Leave pursuant to Section 11 as contained in the 2013-2014 Memorandum of Understanding, included as **Exhibit D** to this MOU, except that:
 - i. No additional sick leave shall be accrued to Sick Leave Bank B.
 - ii. For cash out purposes, sick leave in Sick Leave Bank B shall be based on the current hourly rate of pay earned by employees immediately preceding the effective date of this MOU.
 - iii. Sick Leave expended from Sick Leave Bank B shall be credited on an hour-for-hour basis and will not be prorated to reflect previous hourly rates of pay.
 - iv. Sick leave shall be allowed in case of actual sickness of the employee and care for ill family members (family sick leave).
- B. Sick Leave Accrual

All eligible employees shall earn sick leave credits at the following rates which shall be earned and applied based on each hour of paid time excluding overtime:

Sick leave shall be earned at the rate of 144 hours per year. Sick leave shall be taken in periods of no less than one (1) hour. No sick leave shall be earned during leaves of absence without pay.

- C. Family Sick Leave

With the approval of the Fire Chief, any eligible employee may be granted up to 72 Hours family illness leave with pay per calendar year in the event of the illness of a family member. Use of family leave with pay is intended to apply in serious and unforeseen circumstances where the presence of the employee in the home is required. For purposes

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of family leave, immediate family shall be defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law or father-in-law of the employee.

D. Unused Sick Leave

Upon retirement, in lieu of cash payoff and at the option of the employee, accumulated sick leave may be applied toward retirement service credit consistent with CalPERS Section 20965 on a day-for-day basis.

E. Donation of Sick Leave

A catastrophic leave policy, which allows City employees to give sick leave hours to other City employees, shall be developed by the Association and incorporated into this Memorandum of Understanding after review and approval by the City of Auburn.

F. Use of Sick Leave While on Probation

Probationary employees shall be allowed to use their accrued sick leave during probationary periods.

G. Sick Leave/Physician's Statement

When absence is for more than two (2) shifts, the employee may be required to file a physician's certificate or a personal affidavit with the Fire Chief stating the cause of the absence before sick leave with pay will be granted. If an employee becomes ill while on vacation, his period of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness. In case of frequent use of sick leave or patterned absence, an employee may be required to file a physician's statement for each illness, regardless of duration. An employee may also be required to take an examination by a physician designated by the City and to authorize consultation with his own physician concerning his illness.

Employees shall, whenever possible, make appointments for medical, dental and similar purposes on Saturday or other non-work days. If this is not possible, sick leave may be used for these purposes in accordance with the rules stated above.

H. Managed Time Off

Effective the first pay period after ratification of this Memorandum of Understanding, employees shall not accrue Managed Time Off (MTO). Employees with accrued MTO time may continue to use such time in the same manner as Vacation Leave, except that MTO shall have no cash value and may not be cashed out.

I. Funeral Leave

Any eligible employee shall be granted funeral leave with pay as necessary, but not to exceed two (2) shifts upon the death of a close relative. For purposes of funeral leave, close relatives are defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law or father-in-law of the employee. Additional funeral leave hours may be granted by the Fire Chief when circumstances warrant such additional leave.

SECTION 12.0 JURY LEAVE

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay while actively rendering such service. Any jury fees received by an employee shall be remitted to the City, exclusive of any meal and/or travel reimbursements rendered by the courts.

SECTION 13.0 HOLIDAYS

In realizing that employees covered under this agreement work holidays as recognized by the City, the City shall pay to all full time employees annually eight (8) hours of straight time pay for each recognized holiday. Holiday pay shall be compensated with each payroll period at the rate of 4.5 hours of straight time per payroll period.

As of July 1, 2013, the City recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr. Birthday
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- 4-Hour Floating Holiday

SECTION 14.0 MILITARY LEAVE

- A. Military leave shall be granted in accordance with the provisions of state law (Military and Veterans Code). All employees entitled to military leave shall give their department head

and the City Manager a notice and opportunity, within the limits of military requirements, to determine when such leave shall be taken. If available, a copy of military orders received shall be delivered to the City prior to the taking of such leave. If not available, then upon return from military duty a copy of military release shall be given to the City.

- B. Full pay shall continue while the employee is on military duty; however, upon return to employment in the City, any military pay received for such duty is to be reimbursed to the City.

SECTION 15.0 LEAVE OF ABSENCE

- A. The City Manager, upon written request of an employee, may grant a leave of absence without pay for an initial period up to ninety (90) days. Additional leave, not to exceed one (1) year maximum, may subsequently be granted for good and sufficient reason. Leaves hereby authorized shall include educational leaves, maternity leaves, employee illness and injury and leave for any other purpose promoting the good of the service. Whenever granted, such leaves shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time leave was granted. Failure of the employee to report promptly at its expiration or within a reasonable time after notice to return to duty shall terminate his or her right to be reinstated. Any leave without notice or without authorization shall be absence without leave and shall be the basis for summary dismissal.

SECTION 16.0 HEALTH AND WELFARE

A. **CAFETERIA PLAN**

1. The City shall make all contributions legally mandated under PEMHCA.
2. The City shall establish a Cafeteria Plan ("Plan") for health premiums and other optional benefit contributions.

B. **City Contributions to the Plan**

3. The City agrees to contribute into the plan a dollar amount equal to the dollar value of the benefit for the preceding year plus 80% of any increase in premiums occurring in those CalPERS plans offered to City employees in the 95603 zip code area (excluding the highest and lowest) for represented employees and their enrolled dependents.

4. To clarify the contributions from the City, the following shall be used:
 - i. The average of the plans include all plans offered in the 95603 area code excluding the highest and lowest plans.
 - ii. The difference of the preceding years average and the current year average shall be used to determine 80% of any increase in premiums.
 - iii. If there is an increase in average premiums for the current year, that dollar amount shall be added onto the previous years City contribution amount.
 - iv. If there is a decrease in average premiums for the current year, the previous year's City contribution amount shall be used. The City's contribution amount shall not decrease. However in the event of a subsequent average premium increase notwithstanding section iii above, the City contribution shall not increase until the average premium has eclipsed the previous high (see below)
 - Single- \$827.97
 - 2- Party- \$1,661.04
 - Family- \$2,158.31
 - v. Steps A-D shall be calculated for single, two-party, and family parties separately.
5. All City Contributions above include the minimum employer contribution (MEC) pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA), if applicable.

C. Employee Contributions to the Plan

1. The employee shall pay the difference, if any, between the employer contribution amount and the actual premium of the health plan selected by the employee. In the event an employee selects a health plan with a premium that is less than the employer contribution, the employee may choose to spend that excess money within the cafeteria plan or accept any excess as cash in lieu of employer contribution to the plan.
2. All employee contributions to the Plan shall be made by payroll deduction.

D. Optional Insurance Plan(s)

The City shall offer at least two (2) optional insurance plans for employee participation. Optional insurance may include life, disability or other specialized insurance products.

E. In Lieu Payment

Employees electing not to receive City health coverage, but who elect coverage provided by an employee's spouse or significant other, shall be paid the amount as set forth in the "Single employee coverage" as an "in lieu" payment.

F. Dental, Chiropractic and Vision Insurance

Dental, chiropractic, and vision insurance coverage shall be paid at one hundred percent (100%) of premium.

G. Life Insurance

The City shall provide life insurance for all full-time, regular employees in the unit in the amount of \$50,000 for each employee. Each employee shall be allowed to purchase additional amounts of life insurance above the \$50,000 provided by the City. These additional amounts will be paid for by the employee and may be paid for through payroll deductions. City and Union agree to change insurance carriers from MetLife to a plan sponsored by the California State Firefighters Association. City shall continue to fund up to \$13.50 per month towards the life insurance plan with any excess costs being paid by the employee as a payroll deduction.

H. Employee Health Insurance Coverage After Retirement

Subject to carrier approval and Cobra requirements, a retired City employee may continue, at their option, to participate in the City-sponsored health insurance program after retirement, provided that the retiree pays the full premium amount required pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA) for himself/herself and all eligible enrolled dependents. This entitlement shall cease when the retiree reaches age sixty-five (65) and becomes eligible for Medicare.

The City's contribution obligation is limited to the minimum employer contribution (MEC) pursuant to the Public Employees Medical and Hospital Care Act (PEMHCA), if applicable.

I. Fourth Level of Survivor Death Benefit

Effective July 1, 2010, employees in the unit shall participate in the CalPERS Section 21574 – 1959 Fourth Level of Survivor Death Benefit. Employees shall be responsible for any employee-borne costs for the benefit, and City shall pay employer share for benefit.

J. Industrial Disability Benefit

The City agrees to amend the PERS agreement to provide the 75% industrial disability benefit under Section 21428 of the Government Code to be effective July 1, 2011.

K. Long Term Disability Insurance

Effective November 1, 2017 The City shall reimburse 100% of a Long Term Disability Insurance premium not to exceed \$25.75 per month.

SECTION 17.0 RETIREMENT

A. Retirement Formula

1. Employees hired prior to July 1, 2010:
For employees hired prior to July 1, 2010, upon placement in a full-time employment status, employees in the unit shall be members of the Public Employees' Retirement System (PERS), as provided by the terms of the contract in effect between the City and PERS which includes the 3% @ 50 retirement formula.
2. Employees hired between July 1, 2010 and January 1, 2013:
For employees hired on or after July 1, 2010 the retirement formula shall be the PERS 2% @ 50 formula.
3. Employees hired on or after January 1, 2013:
All employees hired on or after January 1, 2013, who are not eligible in a different CalPERS retirement plan, the retirement formula shall be the PEPPRA 2.7% @ 57 formula.

B. Retirement Contribution:

1. Classic Member:

Any employee hired before January 1, 2013 and who is enrolled in PERS is a "classic" member. All classic members shall pay the full PERS obligation for employees of nine percent (9%) to the Public Employees' Retirement System.

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Effective the first pay period in January 2017, all classic members shall pay the employee portion of nine (9) percent plus an additional three (3) percent of the employer cost for a total employee contribution of twelve percent (12%) of salary to the PERS retirement plan. If necessary, the contract with PERS shall be amended to reflect a twelve percent (12%) employee contribution rate for classic members.

2. **New Member:**

New Employees Hired on or after January 1, 2013, unless eligible under a different PERS plan, shall be considered a "new member":

New employees shall be members in PERS in compliance with the Public Employees' Pension Reform Act (PEPRA). New members shall contribute fifty percent (50% of the total normal cost of the PERS retirement plan. Effective the first pay period in January 2017, all new members shall pay an additional three (3) percent towards the employer cost.

C. **PERS Contributions:**

All PERS contributions made by an employee shall be made in accordance with IRS code 414 (h) (2) and shall be paid on a pretax basis. Additionally, payments made by the employee shall be credited to the employee's PERS account in accordance with PERS rules.

D. **Retirement Health Savings Plan**

As soon as administratively feasible, the City shall create a Health Reimbursement Arrangement (HRA) with MidAmerica Administrative and Retirement Solutions, LLC. for each employee to be used for payment of medical premiums upon retirement or separation as outlined below.

1. The City shall contribute a total of One-Hundred and twenty dollars (\$120.00) per month towards an employee's Medical Savings Plan provided the employee has ten (10) years City service with the City of Auburn. The City shall contribute a total of Ninety-five dollars (\$95.00) per month towards an employee's Medical Savings Plan provided the employee has less than ten (10) years City service with the City of Auburn. Such employees' shall be subject to the following conditions:

2. The City's contribution to such accounts shall be vested upon deposit into a Section 115 irrevocable trust account which includes the following features:
 - a. City will fund the opening balance of each account for employees with 10+ years with \$480.00 and \$380.00 for employees with <10 years
 - b. City contributions to the trust are not subject to taxation.
 - c. Interest income to the trust is not subject to taxation.
 - d. Upon retirement or separation, distributions are not subject to taxation, subject to section 115 of the IRS code.
 - e. City contributions are irrevocable in nature.
 - f. Contributions and distributions shall be governed pursuant to the MOU between the City of Auburn and the IAFF and section 115 of the IRS code.
 - g. In the event of separation from employment, employee will retain contributions but will not accrue any additional City contributions. Employee will retain individual account with MidAmerica.
3. Any and all fees for set-up, maintenance and reimbursement distribution shall be borne by the Section 115 irrevocable trust.

SECTION 18.0 DRUG, ALCOHOL AND SUBSTANCE ABUSE POLICY

A. Substance Abuse Testing

The City reserves the right, for reasonable suspicion, to require an employee to submit to drug, alcohol or substance abuse testing..

B. Reasonable Suspicion

"Reasonable suspicion" for purposes of this Article includes, but is not limited to, the following:

1. A critical incident has occurred while on duty for the City or at the employee's work location:
2. An accident involving a City vehicle or equipment causing damage to property or persons in combination with any factors noted below.
3. Employee manifests mental or physical impairment sufficient to raise doubt that normal tasks can be safely or effectively performed.

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4. Employee is observed with illegal drug or drug paraphernalia in possession for possible sale or use; employee is observed with an open container of alcohol in work area or vehicle.
5. Documented objective facts and a reasonable inference drawn from those facts that an employee is under the influence of drugs, alcohol or substance. Such objective facts may include characteristics of the employee's appearance, behavior, mannerisms, speech, or body odors. Components of such documentation should include equilibrium, manner of speech, mental reactions, odor of intoxicants on breath or clothing, eyes, general appearance, physical actions and work behaviors.

C. Employee Assistance Program

The City has established an Employee Assistance Program (EAP) and contributes an amount not to exceed \$5.75 per month per employee toward the cost for such City-determined program. Such a program provides counseling services for personal and family member problems related to marital/family relationship problems, alcohol or drug abuse, stress-related problems, depression and other types of psychological problems for employees of such referral and intervention.

SECTION 19.0 REDUCTION IN FORCE

A. Layoff Authority

The City Manager may lay off employees pursuant to the following procedures. The City shall give the Association notice prior to implementation of any proposed layoff and shall provide the Association with the opportunity to meet and confer regarding alternatives to the layoff.

1. The appointing authority may lay off or reduce an employee when necessary.
2. For reasons of economy; lack of work or funds.
3. A change in organization where there are more employees than positions in any class within the City.

B. Employment Status and Layoff

Layoffs and reductions shall be made by class of position. In each class of position in which there is to be a layoff or reduction, employees shall be laid off according to employment status in the following order:

First:	Temporary
Second:	Probationary
Third:	Permanent

Temporary employees shall be laid off according to the needs of the service as determined by the appointing authority. Probationary employees in the class shall be laid off or reduced according to seniority in service.

C. Order of Layoff

1. In case there are two or more regular employees in the class from which layoff or reduction is to be made, such employees shall be laid off or reduced on the basis of the last rating in the class as follows:
2. Employees within each category shall be laid off in inverse order of seniority in City service, except where an employee possesses special skills essential to the City.
3. An employee whose position must be eliminated or vacated for the reasons cited in this section and who requests a voluntary reduction rather than cause some less senior employee to be laid off or reduced, is entitled to have his/her name placed on a re-employment list.
4. In the event of a tie in seniority, the following regular performance ratings on file will determine the order:

First: All employees having ratings of "Unsatisfactory";
Second: All employees having ratings of "Improvement Needed";
Third: All employees having ratings of "Satisfactory";
Fourth: All employees having ratings of "Outstanding."

D. Re-Employment List

1. The names of persons laid off or reduced in accordance with these rules shall be entered upon a re-employment list in the inverse of order specified for layoff. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position, before certification is made from an eligible list. When a vacancy occurs, the appointing authority shall appoint the person highest on the re-employment list who is available. Two refusals shall cause the incumbent's name to be stricken from the list.
2. Names of persons laid off or reduced in lieu of layoff shall be carried on a re-employment list for a three (3) year period, except that the names of persons appointed to regular positions of the same level as that from which laid off shall, upon such appointment, be dropped from the list. Persons reduced or re-employed to a lower class or re-employed on a temporary basis shall be continued on the list for the higher position for an additional one (1) year period. A person appointed from a layoff list shall continue to have the same anniversary date he had prior to termination, but shall have no seniority accrued except of active service.

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3. Persons separated from employment because of budget cuts can retain the right to return to a job if a vacancy occurs, provided that there is an annual notice of interest in being a City employee, and that the minimum standards for employment are met at the time of reinstatement.

E. Ties in Performance Rating and Seniority

In case of tie affecting two or more persons, the person with the lowest performance rating shall be laid off first. If a tie still exists and the persons were appointed from the same eligible list to the position from which the layoff is to be made, the person whose name was lower on said eligible list shall be laid off first. If the appointments were not from the same eligible list, that person who was appointed from the later eligible list shall be laid off first.

F. Exception to Order of Layoff

Where the appointing authority deems it to be for the best interest of the service, he or she may retain an employee who has specific qualifications, despite the order of the layoff provided above, if the appointing authority determines:

1. Such action is for the best interest of the service;
2. The employee retained has such special qualifications;
3. The employee laid off does not have such special qualifications; and
4. Such special qualifications are important in the performance of the work of the City.

G. Reduction

The appointing authority may, at his discretion, if he or she deems it for the best interest of the service, make reductions in lieu of layoff to positions at lower levels in the same or related series or positions in other series for which the employee to be reduced has demonstrated that he/she possesses the skills and aptitudes required in the position to which he/she is to be reduced, thereby causing layoffs only in the lower ranks. An employee reduced pursuant to this section shall not be subject to further reduction from the class until all employees in that class, who have not been subject to reduction, have vacated that class.

SECTION 20.0 DISCIPLINARY GRIEVANCES

<<<THE PARTIES AGREE TO MEET AND CONFER DURING THE TERM OF THIS AGREEMENT TO UPDATE SECTION 20.0 BELOW.>>>

A. Short-Term Discipline

For punitive action involving the equivalent of five (5) days suspension or less, the parties shall utilize the services of the State of California Mediation/Conciliation Service if the matter cannot be resolved at the City Manager level. In the event that the mediator cannot resolve the matter, he/she shall frame the unresolved issues for the parties to take forward to the City Council.

B. Long-Term Discipline

1. For matters beyond the scope of Section A above, the parties may agree to use the mediation option, or the grievant and the Association may request the City Manager, or his duly authorized representative, to appoint a Hearing Officer to hear evidence and make recommendations to the governing body of the City regarding the resolution of such grievances. At the Council's discretion, the Hearing Officer may either hear the matter separately or before the Council as a whole. The grievant and the Association must request the appointment of the Hearing Officer within ten (10) business days from the date the grievant has received the decision of the City Manager/designee pursuant to the "Skelly" conference. Failure of the grievant and the Association to request the appointment of a Hearing Officer within the time limits set forth above constitutes a waiver and bars the grievance and the grievance will be considered settled on the basis of the last management response. The Hearing Officer normally used under this procedure shall be Frances Headly, Esq. (paid by City). But if the Association requests that another Hearing Officer be appointed, within ten (10) business days after receipt of a request for the appointment of the Hearing Officer, the City Manager or the Director of Finance/Personnel shall attempt to reach voluntary agreement with the grievant and the Association as to the appointment of a Hearing Officer. Failing to reach voluntary agreement within ten (10) business days of receipt of the request for the appointment of a Hearing Officer, the City Manager or his duly authorized representative shall obtain a list from the American Arbitration Association, State Mediation Conciliation Service office (5) persons who are qualified to serve as Hearing Officer. Upon receipt of the list, the parties shall meet to select a Hearing officer from the list. The list of five (5) shall serve as the list of persons to be used by the City and the Association for the term of the Agreement, unless otherwise agreed to by both parties.
2. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in cases involving disciplinary action, and the Hearing Officer shall use the standard of proper cause in determining the propriety of the City's conduct. The Hearing Officer shall not hear

witnesses or take evidence out of the presence of the other party except by default. The Hearing Officer shall be bound by the expressed terms and conditions of the Memorandum of Understanding, as well as the Personnel Rules and Regulations of the City, in determining the validity of the City's action, and shall not have the authority to recommend any additions or subtractions from the Memorandum of Understanding or any provisions of the Personnel Rules and Regulations.

3. In the conduct of the hearing, the Hearing Officer, once chosen, shall hold the hearing to make findings of fact and recommendations to the parties within thirty (30) calendar days of the Hearing Officer's appointment. The Hearing Officer shall be bound to render his findings and recommendations within thirty (30) calendar days of the close of the hearing.
4. The Hearing Officer shall submit his/her findings and recommendations in writing to the City, the grievant and the Association. The Hearing Officer's recommendations made thereafter shall be final and binding upon the grievant, the Association and the City, if accepted by the Council. The City Council may accept the findings and recommendations of the Hearing Officer in its entirety, may modify the recommended penalty or disposition, or may re-open the hearing of its own volition to extend the record. Such action shall be taken at the next regular Council meeting, unless said meeting is set within less than seven (7) calendar days of receipt of the Hearing Officer decision.
5. The cost of obtaining a panel of Hearing Officers from the American Arbitration Association and all costs of the hearing, including the cost of the Hearing Officer, shall be equally borne by the City, the grieving party and the Association. Each party shall bear the cost of its own attorney's fees.

C. Appeal Review by The City Council

If applicable, either the City Manager or the employee may request City Council review of the Hearing Officer's decision. Such request shall be submitted in writing to the City Clerk within ten (10) calendar days after receipt of a copy of the Hearing Officer's decision. Review by the City Council shall be made within fifteen (15) calendar days after the request for review is received. The City Council may approve, modify or reverse the decision of the Hearing Officer, and its decision shall be final.

SECTION 21.0 MISCELLANEOUS

A. Personnel Rules

The City will make available to its employees a reasonably current copy of the City Personnel Rules and Regulations. In the event that there is a conflict between the City's Personnel Rules and this Agreement, the terms of this Agreement shall prevail. Those provisions of the City's personnel rules which directly pertain to regular unit members not specifically referred to in this Agreement are, by this reference, incorporated herein. The

Fire Chief and the Association will cooperatively develop a Policy and Procedure Manual that specifically relates to the operations of the Fire Department that will define specific Rules and Regulations applicable to the Fire Department.

B. Probationary Periods

The regular probationary period for all employees in the unit shall normally be no longer than one (1) year. Extension of probationary periods up to a maximum of six (6) months may be approved by the City Manager in individual cases where there is reasonable cause to do so.

C. No Strikes, No Lockouts

It is agreed by the parties that there shall be no strikes or lockouts during the term of this Agreement. Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing, work stoppage or other concerted interference in violation of this Article or refusing to perform duly assigned services in violation of this Article, shall be subject to disciplinary action.

D. Pre-Existing Benefits, Policies, Resolutions and Other Policies

The City shall continue to provide and comply with previously existing, negotiable benefits, policies and Personnel Rules and charter-type provisions pertaining to employer-employee relations in existence on the effective date of this Agreement.

E. Personnel Section Accessibility

1. The Personnel section of the Finance Department shall be made available to City employees each work day from 8:00 a.m. to 9:00 a.m.
2. Insurance and payroll forms will be made accessible to City employee's in the Reprographics Room of City Hall between 8:00 a.m. and 5:00 p.m. each work day.

F. Waiver Clause

This Memorandum of Understanding and its attachments and referents constitutes the full agreement between the parties concerning wages, hours and conditions of employment. This Agreement may be altered, changed, added to, deleted from or modified only through mutual consent of the parties. Any additions or other changes in this Agreement shall not be effective unless reduced to writing and properly signed by both parties.

G. Severability Savings Clause

1. If, during the term of this Agreement, any law or any order issued by a court or other tribunal of competent jurisdiction shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be

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inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

2. In the event of suspension or invalidating of any article or section of this Agreement, the parties mutually agree to meet and negotiate within ninety (90) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

H. Term of Agreement

The term of this agreement shall be from July 1, 2021, to and including June 30, 2023, or thereafter, until a successor Agreement is negotiated.

I. Successor Agreement

By no later than March 2023, the parties shall initiate meet and confer sessions for a successor Agreement.


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AUBURN FIREFIGHTERS
ASSOCIATION

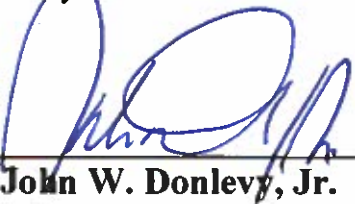
CITY OF AUBURN

"Association"


"City"




Erik Croft
President
Date: 10/21/2021




John W. Donlevy, Jr.
City Manager
Date: 10-21-2021




Matt Bowers
Vice President
Date: 10.20.21




Gary Bell
City Attorney
Date: 11/1/2021




Neil Bennett
Treasurer
Date: 10/20/2021



Shari Harris
Human Resources Manager
Date: 10/21/21



Alex Lawton
Secretary
Date: 10/21/2021



Michael Pugh
Labor Negotiator
Date: 10/20/2021

Exhibit D

Former 2013-14 MOU Sick Leave, Section 11.0

Sick Leave (Section 11, Subsection A)

Irrespective of the following paragraphs in this section, Sick leave shall be allowed in case of actual sickness of the employee and care for ill family members (family sick leave).

A. **Family Sick Leave**

With the approval of the Fire Chief, any eligible employee may be granted up to 72 Hours family illness leave with pay per calendar year in the event of the illness of a family member. Use of family leave with pay is intended to apply in serious and unforeseen circumstances where the presence of the employee in the home is required. For purposes of family leave, immediate family shall be defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law or father-in-law of the employee.

B. **Unused Sick Leave**

Upon termination, an employee will receive cash compensation for accumulated sick leave in excess of seven hundred twenty (720) hours. Compensation for such accumulated sick leave shall be based upon the hourly pay rate of such employee at the time of termination or resignation. Upon retirement, in lieu of cash payoff and at the option of the employee, accumulated sick leave may be applied toward early retirement consistent with CalPERS Section 20965 on a day-for-day basis. However, any employee who retires after July 1, 1989, shall not accrue "new" time or be eligible for "new" pay increases granted after his/her retirement date so long as they are using previously accrued sick leave for early retirement purposes.

C. **Sick Leave Sell-Back**

Employees shall have the option to sell back to the City up to 96 hours annually of accumulated sick leave provided that the employee has an accumulated balance of not less than 840 hours.

D. **Donation of Sick Leave**

A catastrophic leave policy, which allows City employees to give sick leave hours to other City employees, shall be developed by the Association and incorporated into this Memorandum of Understanding after review and approval by the City of Auburn.

E. Use of Sick Leave While on Probation

Probationary employees, while serving their first three (3) months in the service of the City, shall not be allowed to use their accrued sick leave. However, they shall continue to accrue sick leave credits at the regular rate for entitlement thereafter.

F. Sick Leave/Physician's Statement

When absence is for more than one (1) shift, the employee may be required to file a physician's certificate or a personal affidavit with the Fire Chief stating the cause of the absence before sick leave with pay will be granted. If an employee becomes ill while on vacation, his period of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness. In case of frequent use of sick leave or patterned absence, an employee may be required to file a physician's statement for each illness, regardless of duration. An employee may also be required to take an examination by a physician designated by the City and to authorize consultation with his own physician concerning his illness.

Employees shall, whenever possible, make appointments for medical, dental and similar purposes on Saturday or other non-work days. If this is not possible, sick leave may be used for these purposes in accordance with the rules stated above.

RESOLUTION NO. 21-109

RESOLUTION AUTHORIZING EXECUTION OF AUBURN FIREFIGHTERS
ASSOCIATION LOCAL 4110 MEMORANDUM OF UNDERSTANDING

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY APPROVE:

That the City Council of the City of Auburn does hereby adopt the Memorandum of Understanding between the Auburn Firefighters Association Local 4110 and the City of Auburn for the period July 1, 2021 through June 30, 2023, and authorizes the City Manager to sign on behalf of the City.

DATED: October 25, 2021



Matthew Spokely, Mayor

ATTEST:


Amy Lind, City Clerk

I, Amy Lind, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular meeting of the City Council of the City of Auburn held on the 25th day of October, 2021 by the following vote on roll call:

Ayes: Berlant, Amara, Dowdin Calvillo, Radell-Harris, Spokely
Noes:
Absent:


Amy Lind, City Clerk

